

## **POOR LEGIBILITY**

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2197  
 Recd 2-27-78 request  
 Building, Madison, Wis.  
 225 Broad Street  
 Gen. Francisco, P.O. Box  
 Attn: To whom above  
 General Manager, Madison  
 Division, Bldg. Dept.  
 Madison, Wis.

REC: 04/25/55

Read

THIS INDENTURE WITNESSETH, THAT WHEREAS, Reconstruction Finance Corporation was created as an instrumentality of the United States Government (hereinafter called the Government) on January 22, 1932, by an Act of Congress known as the "Reconstruction Finance Corporation Act" (Public Law 2, 72d Congress, 47 Stat. 5); and

WHEREAS, Defense Plant Corporation was created as an instrumentality of the Government on August 22, 1940, by said Reconstruction Finance Corporation pursuant to Section 5(d) of said Reconstruction Finance Corporation Act as amended (6 Fed. Reg. 2971); and

WHEREAS, said Defense Plant Corporation was dissolved on July 1, 1945, and its rights and assets transferred to said Reconstruction Finance Corporation by Act of Congress (Public Law 109, 79th Congress, 59 Stat. 210); and

WHEREAS, the rubber producing facilities of said Reconstruction Finance Corporation were transferred on June 30, 1954, to Federal Facilities Corporation, an instrumentality of the Government created by the Secretary of the Treasury pursuant to an Executive Order of the President of the United States (Executive Order 10599, 19 Fed. Reg. 3827); and

WHEREAS, through one or more of the aforesaid instrumentalities the Government has acquired and now owns certain

rubber producing facilities which the Rubber Producing Facilities Disposal Commission (hereinafter called the Grantor), an instrumentality of the Government, created by an Act of Congress known as the "Rubber Producing Facilities Disposal Act of 1953" (Public Law 205, 83d Congress, 67 Stat. 408), has been authorized to sell in the manner provided by said Act, with authority to execute and deliver such deeds or other instruments appropriate to effectively transfer to the purchasers thereof the title to such facilities no matter by what officer, agent, department, Government corporation, or instrumentality of the Government title to such facilities is held;

NOW, THEREFORE, pursuant to and by virtue of the authority vested in it by said Rubber Producing Facilities Disposal Act of 1953, and for a each consideration of \$4,114,000.00 the receipt whereof is hereby acknowledged, the Grantor hereby remises, releases and forever quitclaims to SINGH & SONS COMPANY OF CALIFORNIA, a corporation of the State of California (hereinafter called the Grantee), all of the right, title, interest, legal or equitable, of the Government and of every officer, agent, department, Government corporation, or instrumentality of the Government, without any representation, assurance, covenant or warranty whatsoever, either express or implied, in and to the following described real and personal property, constituting the manufacturing plant and property

known as Plancor 1593 of the rubber producing facilities of the Government (said plant and property being hereinafter called the Facility), located in the County of Los Angeles, in the State of California, to wit:

Group A: The following described parcels of land:

Parcels A, B, and C as described in the Lease of Site from the Grantee to Defense Plant Corporation dated as of July 9, 1943, and recorded in the Office of the County Recorder of Los Angeles County, California, on October 4, 1943, in book 20331, page 136 of Official Records.

Group B: All easements and rights of way granted by the aforesaid Lease of Site, as amended by the Supplemental Agreement to Lease of Site between the Grantee and Defense Plant Corporation, dated as of December 7, 1950, a copy of which is attached hereto and made a part hereof, and as supplemented by an Agreement between Grantee and Defense Plant Corporation, dated as of May 3, 1944, and recorded in the Office of the County Recorder of Los Angeles County, California, on July 17, 1944, in Book 21151, page 3 of Official Records; and the easements, rights of way, licenses and permits for the pipe lines (together with such pipe lines) connecting Parcel A described in Group A above with the manufacturing plant and property known as Plancor 963 of the rubber producing facilities of the Government, including but not limited to the following-described easements, rights of way, licenses and permits:

Item 1: License and permit for pipe lines granted by agreement dated December 6, 1946, between General Chemical Company and Reconstruction Finance Corporation.

Item 2: Easement and right of way for pipe lines, et cetera, granted by instrument from Julio and Nazarena Tomei to Reconstruction Finance Corporation, dated June 6, 1946, and recorded June 15, 1946, in the Office of the County Recorder of Los Angeles County, California, in Book 23346, page 73 of Official Records.

Item 3: Easement and right of way for pipe lines, et cetera, granted by instrument from Sylvester J. Conron to Reconstruction Finance Corporation, dated May 20, 1946, and recorded June 10, 1946, in the Office of the County Recorder of Los Angeles County, California, in Book 23201, page 345 of Official Records.

Item 4: Easement and right of way for pipe lines, et cetera, granted by instrument from Joseph N. and Margaret M. Owen to Reconstruction Finance Corporation, dated May 20, 1946, and recorded June 10, 1946, in the Office of the County Recorder of Los Angeles County, California, in Book 23221, page 217 of Official Records.

Item 5: Easement and right of way for pipe lines, et cetera, granted by instrument from Robert E. and Gladys M. Bollinger, to Reconstruction Finance Corporation, dated May 15, 1946, and recorded May 22, 1946, in the Office of the County Recorder of Los Angeles County, California, in Book 23220, page 130 of Official Records.

Item 6: Right of way for construction of pipe lines granted by agreement dated May 23, 1946, between the Atchison, Topeka and Santa Fe Railway and Reconstruction Finance Corporation.

Item 7: Right of way for pipe lines, et cetera, granted by instrument from General Petroleum Corporation to Reconstruction Finance Corporation, dated March 25, 1948, and recorded on April 8, 1948, in the Office of the County Recorder of Los Angeles County, California, in Book 26887, page 434 of Official Records.

Item 8: Agreement granting rights regarding pipe lines, et cetera, between Dominguez Estate Company and Reconstruction Finance Corporation, dated June 6, 1946, and recorded June 21, 1946, in the Office of the County Recorder of Los Angeles County, California, in Book 23369, page 51 of Official Records.

Item 9: Railroad right of way pipe line crossing agreement dated September 1, 1946, between Pacific Electric Railway Company and Reconstruction Finance Corporation.

Item 10: Railroad right of way pipe line crossing agreement dated December 1, 1946, between Pacific Electric Railway Company and Reconstruction Finance Corporation.

Item 11: Easement reserved in Deed from Reconstruction Finance Corporation to Harvey Machine Co., Inc., dated June 30, 1948, and recorded January 10, 1949 in the office of the County Recorder of Los Angeles County, California, in Book 29124, page 172 of Official Records.

Item 12: Easement reserved in Parcel 4 in Deed from Reconstruction Finance Corporation to Columbia Steel Corporation, dated December 21, 1948, and recorded December 22, 1948 in the Office of the County Recorder of Los Angeles County, California, in Book 29335, page 142 of Official Records.

Item 13: City of Los Angeles Ordinance No. 90904.

Item 14: Easement upon, along and under the hereinafter-described strip of land for the purpose of laying, constructing, using, operating, maintaining, repairing, reconstructing and replacing thereon and removing therefrom two pipe lines for the transmission of butadiene, butanes, butylenes, oil, petroleum, gas, gasoline and other substances, together with the right of ingress to and egress from said strip of land over adjacent lands of the Grantor at all reasonable times, and with suitable equipment for all purposes reasonably necessary to the enjoyment of said easement; provided that in the enjoyment of said easement the Grantee shall perform any and all acts required to be performed on or about

the lands of the Grantor in accordance with good industrial practice and in such a manner as will cause the least interference reasonably possible with the Grantor's own operations, the said strip of land covered by said easement being generally described as a strip of land ten feet in width, being a portion of Lots 19, 20, 30 and 43 of Tract 4671, as shown on a map recorded in Book 56, pages 30 and 31 of Maps, Records of Los Angeles County, California, and portions of vacated Knox Street between Lots 20 and 21 and vacated Rosemead Street between Lots 19 and 30 of said Tract, the center line of which is described as follows: Beginning at a point in the northerly prolongation of the westerly line of said Lot 20 distant northerly thereon 13 feet from the center line of Knox Street; thence easterly, parallel with the north line of said Lot 20, a distance of 15 feet; thence southerly along a line which is parallel with and distant easterly 15 feet, measured at right angles, from the westerly line of said Lots 19 and 20 a distance of 443.5 feet, more or less, to a line which is parallel with and distant southerly 70.95 feet, measured at right angles, from the north line of said Lots 19, 30 and 43; thence easterly along said parallel line across said Lots 19, 20 and 43 and vacated portion of said Rosemead Street, a distance of 1965 feet, more or less, to the center line of Vermont Avenue, as shown on said Tract.

Group C: All buildings, structures and improvements located on the parcels of land, easements, rights of way, licenses and permits above described or referred to in Groups A and B, other than in Item 14 of Group B.

Group D: All tangible personal property and fixtures of the Government directly pertaining to the Facility or located in or upon the property described or referred to in Groups A and B above, other than in Item 14 of Group B, including but not limited to all manufacturing, maintenance, repair, laboratory, pilot plant, automotive and service machinery and equipment, all office furniture, fixtures and



equipment, and all tanks, towers, reactors, condensers, compressors, pumps, motors, pipes, pipe lines (together with all fittings, valves, pumps, meters, stanchions, sleepers, sleeves and supports), mills, shops, electric substations, meters and transformers; the pipe lines, including all fittings, valves, pumps, meters, stanchions, sleepers, sleeves and supports, located in or upon the property described in Item 14 of Group B; except, however, all raw materials, work in process, finished products, repair parts, spare parts, supplies and stores now located at or in transit to the Facility, and tank cars owned by the Government, all of which are excluded from the property conveyed to the Grantee by this deed.

The Grantee, by its acceptance of delivery of this deed, accepts the terms, conditions, restrictions, and reservations contained in Section 7(h) of the Rubber Producing Facilities Disposal Act of 1953, and the Grantee, for itself, its successors and assigns, hereby accepts, and this conveyance is made expressly subject to, the following National Security Clause, which shall be effective for a period of ten years from the date hereof:

(a) The Grantee will maintain at all times in accordance with sound practice in the industry, normal wear and tear excepted, the Facility, together with all replacements thereof and additions and improvements thereto, so that the same shall be, at all times during said ten-year period, either in condition (1) currently to produce a butadiene-butylene mixture at a rate of not less than 50,000 short tons per year of "equivalent butadiene"

(assigned annual capacity), or (2) so that it can be placed in a condition to produce a butadiene-butylene mixture at such rate of assigned annual capacity within a period of 180 days after written notice from the Government to activate the plant or to reconvert same, as the case may be: provided, however, that such 180-day period shall be extended, upon written approval to the Grantee from the Government, for such additional period as shall be necessary in the event the Grantee is unable to comply therewith by reason of its inability to procure essential materials, unavailability of labor, act of God, fire, earthquake, flood, explosion, storm, strike, or other cause or causes reasonably beyond its control; and provided, further, that in the event of major damage to or complete destruction of the Facility where the Grantee is without fault or negligence, the Grantee shall immediately notify the Government of the happening and of the cause or causes occasioning same, whereupon the Government will cause an examination to be made and will thereafter notify the Grantee promptly of the extent, if any, that restoration of the assigned annual capacity so destroyed or damaged must be made, such restoration to be effected at the Grantee's expense within a reasonable period of time to be agreed upon between the Grantee and the Government. However, in any case where such restoration is so deemed necessary by the Government, the Grantee may elect to invoke the privilege of substituting new separate facilities pursuant to and in accordance with paragraph (g) or (h) of this National Security Clause. Such restoration shall not be required in the event of major damage to or complete destruction of the Facility caused directly or indirectly by (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (i) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or (ii) by military, naval or air forces; or (iii) by an agent of any such government, power, authority or forces, it being understood that any discharge, explosion or use of any weapon of war employing atomic fission or radioactive force shall be conclusively presumed to be such a hostile or warlike action by such a government, power, authority or forces; (2) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combat-

ing or defending against such an occurrence.

(b) The Government shall have the right to conduct an inspection or survey of the Facility at any time, subject to reasonable prior written notice thereof to the Grantee, for the purpose of determining whether the Grantee is in default under this National Security Clause.

(c) Failure to maintain the Facility as required above, or failure to observe any of the other conditions of this National Security Clause, shall give the Government the unconditional right to immediate possession and use of the Facility for the purpose of restoring it to a condition to produce at the rate of such assigned annual capacity, but all costs incidental to such restoration shall be borne exclusively by the Grantee.

(d) The Grantee will not sell, lease, mortgage or otherwise encumber the Facility without expressly making such sale, lease, mortgage or encumbrance subject to the provisions of this National Security Clause for the remainder of its term. It is the express intention of both the Grantee and the Grantor that the covenants herein contained shall be binding on subsequent owners or occupants of the Facility, and that the Grantee shall remain liable for any violations of said covenants by such subsequent owners or occupants unless the Grantee shall have been expressly released in writing from such obligation by the Government.

(e) The Government in exercising its rights and in carrying out its obligations under this National Security Clause shall act through such officer, department or agency of the Government as shall be designated by duly constituted authority.

(f) During the term of this National Security Clause, the Grantee shall preserve the "Asset Property Records" pertaining to the Facility and acquired from the Government concurrently with this conveyance, and shall maintain and keep current thereafter an adequate record of the fixed assets of the Facility; the Grantee shall also preserve until the expiration of said term all drawings, tracings, prints, and other documents in its possession (hereinafter called documents) pertaining to the construction, modifica-

tion, maintenance, or theory and method of operation of the Facility. At any time within said term, upon request of the Government, the Grantee shall make available to the Government such of the aforesaid records, documents, or any designated portion thereof as shall be essential to the Government for the purposes of paragraphs (b) and (c) of this National Security Clause and shall upon request from time to time furnish copies thereof to the Government at the Government's expense. The Government will maintain confidential such documents and copies thereof as the Grantee shall designate, and, to the extent requested by the Grantee, shall examine them only at the Facility. The Grantee may offer to the Government any of such records and documents that it considers to be obsolete, and the Grantee will be relieved of the obligation to preserve them if the Government accepts the offer or grants permission for destruction or other disposition.

(g) The Grantee may at any time during the term of this National Security Clause notify the Government in writing that it desires to substitute for all or any part of the facilities hereby conveyed to the Grantee new separate facilities of equivalent productive capacity for the production of a butadiene-butylene mixture or for the production of a different product which must be at least as satisfactory, and be generally acceptable for the same general uses and purposes, as a butadiene-butylene mixture, and upon receiving approval in writing thereto from the Government, may proceed to effect such substitution. In such event, all of the terms and provisions of this National Security Clause shall apply with equal force and effect to such substituted facilities and shall no longer apply to the facilities to which they applied originally.

(h) In lieu of proceeding as permitted by paragraph (g) of this National Security Clause, the Grantee may at any time during the term of this Clause, substitute for all or any part of the facilities hereby conveyed to the Grantee new separate facilities of equivalent productive capacity for the production of a butadiene-butylene mixture or for the production of a different product which must be at least as satisfactory, and be generally acceptable for the same general uses and purposes, as a

butadiene-butylene mixture. Sixty days after written notice by the Grantee to the Government of the completion of such new separate facilities, all of the terms and provisions of this National Security Clause shall apply with equal force and effect to such new separate facilities and shall no longer apply to facilities for which the new separate facilities are to be substituted, unless within such sixty-day period the Government notifies the Grantee in writing that it disapproves the proposed substitution, in which event the terms and provisions of this National Security Clause shall remain applicable to the facilities to which they applied originally.

(1) For the purposes of this National Security Clause the term "equivalent butadiene" shall mean 97% of the actual butadiene content of the butadiene-butylene mixture produced at the Facility, plus the butadiene equivalent of the actual normal butylene content of the butadiene-butylene mixture produced at the Facility, less the butadiene equivalent of the actual normal butylene content of recycle butadiene received at the Facility. For the purpose of the immediately preceding sentence "butadiene equivalent" of normal butylene shall be computed on the basis of three and one half (3.5) pounds of butadiene per gallon of normal butylene.

TO HAVE AND TO HOLD the above-described real and personal property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the members of said Rubber Producing Facilities Disposal Commission have signed this

conveyance in its name this 19th day of April, 1955.

RUBBER PRODUCING FACILITIES DISPOSAL COMMISSION

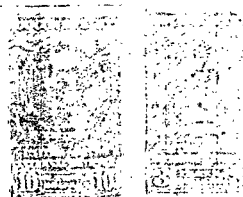
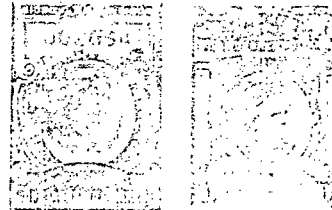
*William R. Peterson*

*William R. Peterson*  
*Ernest R. Cook*

Constituting all of the members thereof

Signed in the Presence of:

*James E. Harrison*  
*Edwin G. Confort*



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DISTRICT OF COLUMBIA: SS

persons who executed the within instrument on behalf of the Rubber Producing Facilities Disposal Commission, therein named, and acknowledged to me that they executed the within instrument pursuant to a resolution of the members of the Commission.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Samuel B. Higgins  
Notary Public in and for the  
District of Columbia

My commission expires: August 14, 1958

(Notarial Seal)